



# WESTMINSTER

## REQUEST FOR PROPOSAL

For the

PRE-CONSTRUCTION SERVICES FOR A CONSTRUCTION  
MANAGEMENT AT-RISK FOR THE **WATER2025 TREATMENT FACILITY**

to be provided to the

**CITY OF WESTMINSTER**

**June 21, 2021**

## TABLE OF CONTENTS

- I. INVITATION TO SUBMIT PROPOSAL
- II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES
- III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

### **EXHIBITS**

- Exhibit A Standard form of Construction Management At-Risk (CMAR) Pre-Construction Phase Services Agreement, and its attachments
- Exhibit B General Conditions to the CMAR Agreement
- Exhibit C Required Form of Performance and Payment Bonds
- Exhibit D Proposer's Certification Page (*Form to be completed and submitted with Proposal*)
- Exhibit E Draft Roles and Responsibilities Matrix
- Exhibit F Proposed Additions and/or Amendments to the CMAR Pre-Construction Phase Services Agreement, Scope of Work or Roles and Responsibilities Matrix
- Exhibit G Reimbursable Labor Rates for Pre-Construction Phase Services, including Proposed Escalation Rates
- Exhibit H Reimbursable Pre-Construction Phase Services Work Breakdown Structure

## **I. INVITATION TO SUBMIT PROPOSALS**

Date of Request: **June 21, 2021**

**Due Date for Proposals: July 19, 2021 12:00 PM**

The City of Westminster, Colorado, respectfully requests proposals for the **WATER2025 Treatment Facility** from qualified Construction Management At-Risk (CMAR) contractors. The selected CMAR contractor will assist the City's **Public Works and Utilities Department** on the project that is discussed further in this request for proposal (the "RFP"). CMAR Contractors are therefore requested to submit a competitive proposal to provide Pre-Construction Phase CMAR services.

**One (1) electronic copy of the proposal must be submitted via email to Julie Koehler at [jkoehler@cityofwestminster.us](mailto:jkoehler@cityofwestminster.us) with the subject line WATER2025 Treatment Facility CMAR Proposal. The email must be time stamped on or before July 19, 2021, 12:00 PM. Please limit the proposal to 15 pages in length, excluding the cover letter, resumes, and attachments.**

**A mandatory, pre-proposal meeting and site visit will be held on July 6, 2021 at 10:00 AM at City of Westminster's Water2025 Treatment Facility Site at 9988 Westminster Blvd. Westminster, CO 80020. Proposers should meet at the pull-off on the east side of Westminster Blvd. The meeting provides an opportunity for all contractors to walk the site, discuss project requirements and unique features, and to ask questions.**

**Once proposals have been received, the City team will review the proposals and then may issue questions and/or request an interview with selected CMAR contractors to review their proposals in detail and meet the key staff who will be assigned to the project. Following these interviews, a CMAR contractor will be selected and the City and the CMAR contractor will execute a Construction Management At-Risk Agreement based on the proposal.**

**The successful contractor providing preconstruction phase services will have the opportunity to be selected as the General Contractor (GC) to complete the construction work during the construction phase. Therefore, the CMAR Construction Phase Services Agreement may be executed at a later time, at the City's discretion based partially on performance, and will use cost information submitted in this proposal. At that time, the Construction Phase Services Scope of Work and associated fee will be developed. Award of the Construction Phase Services Agreement is contingent on satisfactory performance on the CMAR Pre-Construction Phase Services Agreement and successful Guaranteed Maximum Price (GMP) negotiations with the City. The City reserves the right to terminate the CMAR Pre-Construction Phase Services Agreement during preliminary design, or at any time throughout the completion of the project.**

**The City intends to negotiate a GMP contract for project construction with the CMAR contractor. The CMAR contractor shall solicit interest, qualifications, resource availability, and estimates from subcontractors, material suppliers, and equipment manufacturers in preparation of the GMP. Any gaps and/or items that can reasonably be inferred shall be included in the GMP as part of the CMAR contractor's contingency. The City intends to release Drawings and Specifications for the work to the CMAR contractor in Bid Packages (BPs), each of which shall be distributed by the CMAR contractor to various subcontractors or suppliers. Separate BP GMPs will be negotiated for each BP. The City reserves the right to release any BP or the overall project for hard bid, should overall project or individual BP GMP negotiations fail to reach a satisfactory conclusion in a timely manner.**

**A total of 10 to 15 BPs is currently anticipated; however, the total number of BPs may vary based on input from the CMAR contractor and other subject matter experts during the pre-construction phase. The CMAR contractor shall hold all BP contracts and administer the overall construction**

**effort. The CMAR contractor must provide a list of all qualified subcontractors for City approval. The CMAR contractor may request to be pre-qualified to self-perform actual construction work. If pre-qualified, the CMAR contractor may perform actual construction work, but must bid competitively on BPs or in certain circumstances may negotiate specific work if justified and approved by the City. CMAR contractor must also identify minimum and maximum percentages (if any) on self-performed work.**

**Each CMAR contractor is responsible for fully understanding the RFP instructions and content prior to submitting proposals. In the event of a conflict between this RFP and other documents attached, as it relates to the terms and requirements for proposals, this RFP shall govern. If such a conflict is discovered, bring it to the project manager's attention prior to the deadline for submitting questions and request clarification.**

No proposals received after the due date for proposals shown above will be considered, and any proposals so received shall be returned to the Contractor unopened without consideration by the City under any circumstances. Sole responsibility rests with the proposers to see that its proposal is received on time at the stated location.

Any modifications or withdrawal of a proposal, prior to the date and time specified, is subject to the requirements in Part III of this RFP, INSTRUCTIONS AND PROPOSAL REQUIREMENTS.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Contractor, according to the City's evaluation and as deemed to be in the best interest of the City.

The proposer to whom a contract is awarded will be required to furnish a certificate of specified insurance coverages and a performance bond and a payment bond in the form provided in this RFP. The amount of the performance bond and the payment bond shall each be 100% of the accepted bid amount.

Proposals must meet or exceed requirements contained in this RFP.

This RFP will be distributed as follows:

**Directly to the contractors identified below. Other contractors will not be precluded from submitting proposals and may be considered.**

**Alberici  
Archer Western  
Garney Construction  
Flatiron  
Kiewit Infrastructure  
McCarthy Building Company  
Moltz  
MWH  
PCL  
Stanek  
Ulliman Schutte / Hydro**

## **II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES**

### **A. Project Background and Description**

#### **1. PROJECT BACKGROUND**

The City completed a water treatment facilities master plan in 2016. The result of that evaluation identified that a new facility in a new location was the highest benefit, lowest short-term cost, and lowest long-term cost alternative to provide treated water over the next forty years and beyond. Subsequently, the City conducted a site evaluation and selection with a concurrent community engagement process. Starting with over 50 sites, the City ultimately selected the site at 9988 Westminster Boulevard. The City has performed extensive pilot plant testing to determine the desired treatment processes and inform design criteria. The timing for the new facility is to have water production by the end of 2025 to reduce the need for major expenditures at the existing Semper Water Treatment Facility.

The facility's Phase 1 is expected to culminate in construction of two treatment trains of 15 million gallons per day (MGD) each with a buildout site designed for 60 MGD. Phase 2 will be constructed as part of a different project at a future date to be determined by the City. The intent is that the full 60 MGD will be in operation by 2040.

CDM Smith Inc. (CDM) was selected in March 2019 through a competitive request for proposal process as the City's design engineer for process selection and pilot plant testing activities. CDM's contract was amended in June 2020 to include preliminary design and will be amended again in 2021 to include final design engineering services. CDM will provide the Basis of Design Report for the new facility in summer 2021 and is expected to be in the 25-30% design stage at the time a CMAR contractor is selected and brought on board in the 4<sup>th</sup> quarter of 2021.

The City has committed to engaging in a more collaborative delivery method for the WATER2025 treatment facility and is pursuing a construction manager-at-risk to contribute pre-construction services that may include value engineering, cost estimating, scheduling, constructability reviews, proactive risk management, subcontractor and material procurement, a guaranteed maximum price, and start-up and commissioning, among others. The cost certainty provided at this early stage of the project is invaluable to the City.

#### **2. PROJECT DESCRIPTION**

The WATER2025 project consists of construction of the new WATER2025 drinking water treatment facility and ancillary facilities at City of Westminster's property in Jefferson County, Colorado.

The City is in the process of replacing the aging Semper Water Treatment Facility with a new, modern plant located at 9988 Westminster Blvd. The city has possession of the land and there are approximately 40 acres available for the new facility. The WATER2025 facility will have the capacity to initially treat 30 MGD (Phase 1) and be expandable to treat up to 60 MGD (Phase 2). The site is designed to retain space such that the initial 30 MGD of treatment capacity can be replaced while Phase 2 is still in operation. This approach allows for perpetual replacement of aging infrastructure on the site and is not anticipated to require additional land in the future.

The WATER2025 facility will consist of conventional treatment trains including high rate settling, deep bed dual-media filters, ozone-based primary disinfection with chlorine-based disinfection as

backup to ozone (subject to CDPHE approval), finished water storage, and possibly a high service pumping facility.

The project execution will be a joint effort between the City, CDM, and the CMAR contractor. Design of the WATER2025 facility will be broken down into the following design packages (DPs):

- DP#1 – Site and Civil Improvements
- DP#2 – Treatment Process Systems and Structures
- DP#3 – Residuals and Solids Handling
- DP#4 – Electrical, Instrumentation & Control Systems
- DP#5 – Ancillary Treatment Process Systems and Structures
- DP#6 – Architectural and Building Systems
- DP#7 – Water Storage Tank(s)

Note: DPs subject to change as design progresses.

### 3. OBJECTIVES OF PROJECT

The following specific project objectives have been identified:

- Best Value: The City's intent is to construct the best value 30 MGD water treatment facility within the approved budget.
- Water Quality Compliance: The new facility is intended to provide treatment sufficient to continue to meet all stated water quality goals in addition to regulatory requirements under normal, challenging, and catastrophic raw water quality conditions.
- Ease of Access and Maintenance: The new facility will be designed to allow for safe, efficient flow of traffic; future upgrade, expansion and improvement to processes and structures; and ease of maintenance of all equipment.
- Safety: The new facility will be designed to facilitate personnel safety during construction, startup and commissioning, and long-term plant operations and maintenance.
- Sustainability: The facility will be designed to achieve the highest level of sustainability ratings possible in a cost-effective and feasible manner. The City will be pursuing Envision certification for the project and desires the assistance of the Contractor in meeting the general intent of Envision with regards to a sustainable project.
- Schedule: The new facility will be operational by 2025.
- Good Neighbor: The City strives to be a good neighbor to those living nearby as well as the adjacent open space.

### 4. GENERAL INFORMATION AND PROJECT SCHEDULE

The time frame for the project is final design beginning approximately January 2022 with facility start-up occurring in the last quarter of 2025. Contractor must demonstrate a commitment to meeting the City's goal of producing water by the end of 2025.

#### **B. Minimum Scope of Services**

The CMAR contractor shall participate in the continuing design phase process as an integral member of the project and shall perform pre-construction phase services that in general include, but are not limited to the following:

#### Project Management and Coordination

The CMAR contractor shall provide a project manager to coordinate with the City's project management team. Management and coordination tasks shall include monthly invoicing and progress reporting, including earned value reporting for the CMAR contractor and any subcontractors, attendance at bi-weekly project management meetings, and participation in workshops (assume two attendees to monthly, 4-hour workshops throughout preliminary design and final design phases). Contractor must also attend kick-off meeting to be held with City staff and CDM. The kickoff meeting shall include discussion of the Basis of Design Report and other project documents available at the time.

#### Attendance at Design Meetings

Representative of the CMAR contractor shall attend design meetings and provide input on the issues being discussed. Meetings are anticipated to occur weekly. Assume two attendees to two-hour meetings (on average) during preliminary design and three attendees to four-hour meetings (on average) during final design. Assume all meetings will be held at the City's municipal service center or remotely if COVID prevents in-person meetings. Occasionally, meetings may be integrated with field work activities at the WATER2025 site.

CMAR contractor shall prepare for and attend, a minimum of 8 design site visits and/or progress meetings. It is assumed that the Contractor's PM, project site superintendent, and one estimator will attend. The site visits / progress meetings will last approximately three hours each not including travel time.

#### Data Review and Field Investigation

In preparation for the first attended design meeting, selected contractor will review all existing data providing by the City and CDM, including items included in this RFP as Exhibits and other data that might become available.

Contractor shall conduct a site visit to the new WATER2025 site for the purpose of asking questions, taking photographs, and becoming more familiar with the site.

Contractor shall conduct a site visit to Semper Water Treatment Facility and Northwest Water Treatment Facility. The purpose of these site visits is to ask questions about what works, what could be improved, and what does not work well at the existing facilities.

Contractor shall perform site investigations, as required, to gather necessary information for the scope items described within this RFP.

#### Open-Book Estimating and Budget Estimating

CMAR contractor shall prepare Opinion of Probable Construction Costs (OPCCs) in accordance with the Association for the Advancement of Cost Engineering International (AACEI). The following OPCCs are anticipated:

- 30% Design: AACEI Class 3 Estimate
- 60% Design: AACEI Class 2 Estimate

OPCCs shall be developed in conjunction with the City and CDM and based on drawings, technical memoranda, virtual reality devices, or other relevant information. OPCCs shall include a detailed breakdown of risk cost and contingencies. Contractor shall provide recommendations for modifications to the project to meeting the project budget goals, if at any time a provided OPCC exceeds the overall project budget. Contractor shall with the City to achieve project budget compliance.

#### GMP

The City intends to negotiate a GMP contract for project construction with the CMAR contractor at the final design stage. The CMAR contractor shall solicit interest, qualifications, resource availability, and estimates from subcontractors, material suppliers, and equipment manufacturers in preparation of the GMP. Any gaps and/or items that can reasonably be inferred shall be included in the GMP as part of the CMAR contractor's contingency. The City intends to release Drawings and Specifications for the work to the CMAR contractor in Bid Packages (BPs), each of which shall be distributed by the CMAR contractor to various subcontractors or suppliers. Separate BP GMPs will be negotiated. The City reserves the right to release any BP or the overall project for hard bid, should overall project or individual BP GMP negotiations fail to reach a satisfactory conclusion in a timely manner.

#### Constructability, Value Engineering (VE), and Safety Reviews

Evaluate alternatives for construction as presented by the City. The CMAR contractor shall conduct a one-day constructability, VE, and safety workshop following 30% design and provide written comments and recommendations to the City. The CMAR contractor shall complete a constructability review of each design deliverable at 30%, 60%, and final design milestones and shall submit review comments and risk associated with each deliverable. Risks shall be presented in a Risk Register developed in conjunction with the City and CDM. The Risk Register shall identify risks to meeting project budget or schedule, identify the responsible party, and identify methods to mitigate the risk.

CMAR contractor shall host a meeting (each last 3 hours) with and present to the City their findings approximately one month following each design phase deliverable to discuss and resolve constructability, cost, schedule, safety, or risk issues identified through the review process. The CMAR contractor will also provide input on constructability, safety, VE, and risk mitigation during design meetings, and as requested. Evaluate and propose cost-effective alternatives to maintain project budget. Prepare construction site safety plan for incorporation into overall project management plan. Assist design team with alternative analysis including schedule, budget, and risk impacts.

#### Scheduling and Phasing

The CMAR contractor shall provide construction scheduling and phasing input during design meetings and as requested. A cost-loaded critical path method (CPM) schedule shall be prepared for anticipated construction activities at the 30%, 60% and final design milestones.

#### WATER2025 Facility Startup, Testing, and Commissioning Planning

The CMAR contractor shall participate in design phase planning activities for Startup, Testing, and Commissioning. It is anticipated that design phase activities will be led by the EI&C consultant, with active participation from the full design team.

#### Design Plans

Develop a quality management plan for design phase, including CMAR contractor internal review of all deliverables prior to submittal to the City. Develop a procurement management plan detailing how the project will be bid and how bid integrity will be maintained for any work on which the CMAR contractor is allowed to bid. Develop a Construction Management Plan, Schedule Management Plan, Change Management Plan, and Cost Management Plan. Submit all plans for City review and comments and incorporate comments and finalize plans for incorporation into the overall WATER2025 project management plan.

#### Permit & Project Stakeholder Coordination

Assist the City in determining the required permits and the procurement of permits. Assist the City in identifying additional project stakeholders and communicate project requirements, as requested.

#### Site Access Issues

Determine construction access requirements to the project site. Coordinate with the city and the design team to identify any access road upgrades that may be required. Determine construction office area location and

size, parking, staging area locations and limits, and pipe, equipment, and other material storage locations. Determine on-site location for temporary and permanent spoiling of excavated material and associated environmental impacts. Determine site security access requirements during construction.

Develop traffic control approach that works in conjunction with all project work, including raw and treated water pipeline work.

#### Construction Delivery Plan

Perform analysis and provide memorandum summarizing the CMAR contractor's recommendations for the most beneficial construction delivery method(s) for the WATER2025 facility. The memorandum should include a cost-benefit analysis and identify any risks associated with instituting the recommended delivery method, as well as providing recommendations for achieving an optimal balance of risk allocation between the City and the CMAR contractor. The memorandum shall be submitted for City review within 300 calendar days of Notice of Award.

#### Work Packages

Depending on the construction delivery method chosen by the City, the project may be broken down into bid packages (BPs) for bidding purposes. The CMAR contractor shall provide recommendations on work breakdown and timing of packages. The CMAR contractor shall identify design elements that may be approved and delivered as early-release construction BPs. Recommendations shall be submitted in memorandum format for City review, and shall include identification of long-lead equipment and materials, and assistance in development mitigations strategies and procurement plans. The CMAR contractor shall identify substantial and final completion milestones for each BP and make recommendations for liquidated damages associated with each milestone. CMAR contractor shall also evaluate and make recommendations for warranties that consider early completion BP and provide for concurrent warranties across all BPs.

#### Project Incentive Awards Program

The CMAR contractor shall work in collaboration with the City to develop a project incentive awards program to be implementing during final design and construction at the City's discretion. The CMAR contractor shall provide recommendations for contract incentives and penalties, which may become part of the Construction Phase CMAR agreement.

#### Envision Sustainability Verification Support

The CMAR contractor shall support the Envision project verification and awards program to achieve platinum, gold, or silver certification. The Project Manager and Site Superintendent shall be Envision certified sustainability professionals. It is anticipated that the CMAR and all other contractors shall adhere to and follow best practices for sustainability during construction as described by Envision and agreed to by the project team.

#### Public Outreach

Attend quarterly Design Working Group (DWG) meetings with community members and the City design team. Contractor shall plan on three-hour meetings every quarter. Contractor to communicate with WATER2025 site neighbors when requested by the City.

Note: The following scope items are specifically excluded from the Scope of Work for CMAR Pre-Construction Phase Services. The City will provide necessary information, as required for:

- Geotechnical drilling and soil samples for generation of Soils Report
- Site survey and land acquisition
- Potholing